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GENESEE TRACT

**CESSIONS BETWEEN NEW YORK AND
MASSACHUSETTS.
THE PHELPS AND GORHAM PURCHASE
ROBERT MORRIS.
CAPTAIN CHARLES WILLIAMSON AND
THE PULTENEY ESTATE.**

— BY —
GEO. S. CONOVER,

GENEVA, ONTARIO CO., N. Y.

1889.

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THE GENESEE TRACT.

CESSIONS BETWEEN NEW YORK AND MASSACHUSETTS—THE PHELPS AND GORHAM PURCHASE—ROBERT MORRIS—CAPTAIN CHARLES WILLIAMSON AND THE PULTENEY ESTATE.

BY GEO. S. CONOVER, GENEVA, N. Y., NOVEMBER, 1889.

Under grants from the British King, the Commonwealth of Massachusetts and the State of New York both claimed the ownership of the larger share of the territory lying within the bounds of New York. The matter was finally settled by commissioners appointed by both States, who met together at Hartford, Conn., November 30, 1786, and after several conferences did, on the 16th December, 1786, enter into and execute an agreement or contract embracing mutual cessions, grants, releases and provisions whereby all the interfering claims and controversies between said States, as well in respect of jurisdiction as property, were finally settled and extinguished, and peace and harmony established between them on the most solid foundation. By the settlement thus effected, New York obtained the right of government, sovereignty and jurisdiction over all the lands in dispute, and to Massachusetts was ceded the right of pre-emption of the soil from the native Indians to about 230,400 acres north of Pennsylvania, between the Owego and Chenango rivers, commonly called the Massachusetts Ten Townships, and also to all the lands in New York west of a line beginning at the 82d mile stone on the north bounds of Pennsylvania and running on a due meridian north to Lake Ontario, except one mile in width along the Niagara river.

Massachusetts soon disposed of the Ten Townships, and on the 1st of April, 1788, by act of legislature, agreed to sell to Nathaniel Gorham and Oliver Phelps the right of pre-emption from the native Indians to the remainder of the lands embraced in the cession, for the sum of three hundred thousand pounds in three annual installments, payment to be made in the "consolidated securities" of Massachusetts. Negotiations were soon held with the Indians, and at a council held at Buffalo creek a treaty was concluded on the 8th of July, 1788, by which Phelps and Gorham obtained the Indian title to all the lands the Indians would sell, estimated at 2,200,000 acres, agreeing to pay therefor \$5,000 and an annuity of \$500. This Indian grant was confirmed by the legislature of Massachusetts by act passed November 2, 1788. The purchase thus made was bounded on the north by Lake Ontario, on the east by the line of cession to Massachusetts commonly called the Pre-emption line, on the south by Pennsylvania.

on the west by a meridian line to be run from Pennsylvania to the confluence of the Canaseraga creek and the Genesee river, and northerly along the Genesee river to a point two miles north of Canawagus Indian village (near Avon), thence west twelve miles, thence northerly and twelve miles distant from the Genesee river to Lake Ontario.

This became known as the "GENESEE TRACT" and was all the land that Phelps and Gorham ever procured. In consequence of the rise in price of Massachusetts paper, which was worth only twenty cents to the dollar at the time of the purchase, and from other causes, they were unable to make the payments required by their contract, and finally compromised with Massachusetts and surrendered their claim to that portion of the territory the Indian title of which they had not obtained, which was afterwards sold by Massachusetts to the agent of Robert Morris. The Phelps and Gorham purchase, known as the GENESEE TRACT, was surveyed and run out into townships by Col. Hugh Maxwell and others, who commenced the survey in 1788 and finished the work in 1789. Early in 1789 a land office was opened at Canandaigua and the lands of the Genesee Tract put upon the market. The sales, however, did not come up to expectation, for although several townships and parts of townships were sold, they were mainly taken by those who had an interest as shareholders and at very low prices. Phelps and Gorham soon finding themselves in further financial difficulties, in their embarrassment they applied to Robert Morris, the eminent financier of the United States during the Revolutionary war, and he having already commenced speculating in lands, on the 10th of August, 1790, became the purchaser of all the unsold lands in the Genesee Tract, except Township No. 10 of the 3d range, and No. 9 of the 7th range, comprising about 47,000 acres, which Phelps and Gorham retained for their own use.

The purchase of the Genesee tract was consummated by the conveyance by deed of the property by Phelps and Gorham and their wives to Robert Morris, dated November 18, 1790, and by articles of agreement at that time it was stipulated that the tract should contain at least one million acres of land, payment for which was then made, and for any surplus over said amount further payment was to be made after the contents of the tract should be accurately ascertained. Mr. Morris soon employed Major Adam Hoops to cause a re-survey of the tract to be made. This work was performed during the years 1791-2, Frederick Saxton, John Adlum, Augustus Porter, Thomas Davis, Robert James and Morgan Jones being the surveyors who assisted Major Hoops in the work, the calculations being mainly made by Major Hoops and Mr. Saxton. The old pre-emption line as run by Col. Hugh Maxwell in 1788 having been surveyed with very primitive instruments was known to be erroneous and a new line was run in November and December, 1792, by Benjamin Ellicott assisted by James Armstrong, Frederick Saxton and Augustus Porter, and which was surveyed with such accuracy that its correctness has never been questioned. The offsets of the old line were made by Morgan Jones, Augustus Porter and Frederick Saxton. It was not, however, adopted by the State until April 6, 1796. It forms the eastern boundary of the purchase; commences at the 82d mile stone on the north bounds of Pennsylvania, enters Seneca lake some two or three miles north of Dresden, and passing out of the north end of the lake at Pre-emption street it runs due north to Sodus

Bay. Although a meridian or true north and south line it is not the meridian of Washington as some have supposed, that meridian line being some four miles further west.

By the "Return of Survey" made at Philadelphia, by Major Adam Hoops, it was ascertained that the actual contents of Mr. Morris' purchase was one million two hundred and sixty-seven thousand five hundred and sixty-nine acres, two roods and thirty perches, and from the final settlement made between the parties, at Philadelphia, February 16, 1793, we learn that the full number of acres as per the "Return of Survey," which included the GORE between the old and new pre-emption lines, was paid for and that the price paid by Mr. Morris was eight pence half penny per acre, Massachusetts currency, or between eleven and twelve cents per acre in United States money, the settlement paper being signed by Nathaniel Gorham, Oliver Phelps, Robert Morris, and also by Charles Williamson to show his privity to the transaction.

Previous to this time, however, and in the early part of the year 1791, this great tract of land had been sold by the London agent of Robert Morris to some English capitalists, Sir William Pulteney taking a nine twelfth interest, William Hornby two twelfths, and Patrick Colquhoun one twelfth. Soon after the purchase, Charles Williamson, a Scotchman by birth, then residing in Great Britain, entered into an agreement with the purchasers to proceed to America as their agent, to settle on the Genesee tract, to sell the lands and remit the proceeds to London. Soon after his appointment, Captain Williamson came to America, and after becoming a naturalized citizen he obtained from Robert Morris and his wife an absolute conveyance of the Genesee tract to himself in fee, after which he proceeded to settle on the tract and commenced operations for bringing the lands into market. The deed of conveyance from Morris to Williamson is dated April 11, 1792, the consideration named therein being seventy-five thousand pounds sterling. The pound sterling, lawful money of Great Britain, was at that time rated at 4s 6d to the dollar, the conventional rate of exchange being \$4.44 4-9 to the pound, and this rate of value was maintained for many years. From this it will be seen that the price paid by Sir William and his associates for the Genesee Tract was \$333,333.33, being about twenty-six and one-third cents per acre.

At the time when Captain Williamson commenced his operations a dangerous spirit of speculation pervaded, which gave rise to extravagant schemes for making large fortunes in a short time. Captain Williamson's temper being of a sanguine cast, he soon appeared among the number of speculators. Expending large sums in projects for improving the Genesee Tract, he also made purchases of other tracts, while many of his sales being made to men without capital or credit, and at prices above the real value, in the course of time, from the poverty of the buyers and the extent of their purchases, often turned out ideal. During this time, in order to meet his engagements, Captain Williamson occasionally drew bills on Sir William Pulteney and Mr. Hornby, who for several years were in the practice of paying them. At length, however, the bills increased in numbers and sums to a degree that was alarming, because it proved oppressive, and the further acceptance of the bills was consequently refused. This led to an attempt at a final settlement, negotiations for which were commenced in 1800 and finally consummated early in the next year, Wil-

Williamson conveying title to Sir William Pulteney, Mr. Hornby and Mr. Colquhoun, according to their respective shares and interests, under an "Act to enable aliens to purchase and hold real estate within this state under certain restrictions therein mentioned," passed April 2, 1798, which act was limited in duration for the term of three years.

The foregoing facts relating to the connection of Charles Williamson with the Genesee Tract, his operations in this country and final settlement with his principals are principally derived from a printed pamphlet, kindly furnished by Mr. Edward Kingsland, entitled, "In the Court of Chancery between Sir John L. Johnstone, Complainant, and Sir James Pulteney, Sir Thomas Jones, Christopher Coddington, Robert Troup, Mary Foster and Andrew Craigie, Defendants. Case, both on the part of the Complainant and of the Defendants." It is a statement of facts in a suit brought between the owners of the real and of the personal estate branches of the Pulteney estate, to ascertain which party was liable for the payment of a large bond and mortgage given by Williamson for the purchase of a large tract of land, and agreed upon, signed and submitted January 4, 1811, by Richard Harison and Josiah O. Hoffman of Counsel for the complainant, and Thomas Addis Emmett and John Wells of counsel for the defendants.

In relation to this matter Turner's "Phelps and Gorham Purchase," page 274, says:—"Seldom, if ever, have property holders advanced larger amounts for improvements, or more freely at first, though they began to be impatient after a few years had gone by, and the returns of their immense outlays were coming in but slowly to replenish their coffers. In 1800, the balance sheets did not look well for their Genesee country enterprise. There had been expended for purchase money of lands, agencies and improvements, \$1,374,470.10. There had been received for lands sold but \$147,974.83. In addition to this balance against them they owed of principal and interest upon lands purchased over \$300,000. To make all this look better, however, they had an immense amount of unsold lands, farms and mills, and an immense debt due for lands sold."

In the settlement that was affected between the parties, Williamson conveyed, by deed dated December 13, 1800, certain described lands to his principals conditionally upon the payment to him of the following amounts at certain and sundry stipulated times:

By Sir William Pulteney.....	\$212,954.45
By William Hornby.....	57,323.25
By Patrick Colquhoun.....	4,722.30

In consideration of deeds dated March, 1801, by which Williamson conveyed in full all the balance of the property to Sir William Pulteney, the latter obligated himself:

1st, to accept and pay certain bills of exchange amounting to \$24,702.22.
 2d, to indemnify Williamson against certain bonds and mortgages given for the purchase of land, particularly two dated 1st December, 1796, each conditioned for \$62,500, by Williamson and Thomas Morris to Andrew Craigie, payable October 8, 1802, with seven per cent. interest given for the purchase of one-half of the "Craigie Tract," west of the Genesee river; also one dated September 2, 1800, conditioned for the payment of \$10,000 to George Wray, payable in three years with seven per cent. interest, signed also by Dudley Walsh as security; also the balance of a bond and mortgage, 13th January, 1796, to John Joy, and carrying seven per cent. interest.

3d, to pay Williamson in three years after the first of April, 1801, the sum of £20,000 sterling with five per cent. interest, as compensation for

his services in managing the concerns of the agency, called the Genesee Association, \$88,888.88.

Also, to pay debts contracted by Williamson by reason of his management of said concerns to the amount of £15,000 or such lesser sum as shall be proved to have been fairly existing at the date of the proposed settlement in March, 1801, \$66,666.66.

Also releases and discharges Williamson from all claims and demands against him prior to April 1, 1801.

The items of the above statement are taken from the deeds and papers recorded in the office of the Secretary of State, Albany, N. Y., and with one exception they correspond with the statement in the law case, previously alluded to, the item \$66,666.66 not being therein mentioned, but another item is found "to pay Mr. Williamson the further sum of \$17,777,-77 to cover floating debts against him, a particular account of which he could not render."

The following interesting account of Capt. Charles Williamson's settlement with his principals has been kindly furnished by that able and indefatigable investigator, Ansel J. McCall, Bath, Steuben Co., N. Y.

Among Capt. Williamson's papers an adjusted statement, between him and his principals, has been found and is as follows:

Amount of bonds and mortgages assigned to Sir Wm. Pulteney, December 18, 1800.....	\$322,087.57
Amount of bonds and mortgages assigned in March, 1801.....	134,307.00
Amount of notes assigned in March, 1801.....	17,803.61
Amount of bonds and mortgages assigned to William Hornby, December 13, 1800.....	71,600.13
Amount of bonds and mortgages assigned to P. Colquhoun, December 13, 1800.....	5,901.46
	\$551,699.77

VALUATION OF

Amount of lands conveyed to William Pulteney in Ontario county.....	\$1,588,708.50
Amount of lands conveyed to William Pulteney in Steuben county.....	1,018,973.75
	\$2,607,682.25
Amount of lands conveyed to William Hornby in Ontario county.....	\$157,118.43
Amount of lands conveyed to William Hornby in Steuben county.....	193,806.00
	\$350,924.43
Amount of lands conveyed to P. Colquhoun in Ontario county.....	\$25,453.13
Amount of lands conveyed to P. Colquhoun in Steuben county.....	11,735.00
	\$37,188.13
Whole amount conveyed valued at.....	\$3,547,494.58

The above lands were valued by Gen. Hall and Israel Chapin of Ontario county and Judge Annin of Cayuga county, and Judge Kersey, Judge Hornell and Sheriff Wilson of Steuben county, who granted the certificate of valuation.

C. WILLIAMSON.

There appears to have been some dissatisfaction, a few years afterwards, in relation to the settlement with Capt. Williamson, as appears from an opinion in the handwriting of Alexander Hamilton, now in the possession of the Corning Library Association, a copy of which was made for the writer by Theo. Sill, Esq. of Geneva. The following are the principal points in the opinion: "The valutors or appraisers were plainly the agents not of Mr. Williamson, but of Sir William Pulteney and his co-proprietors; consequently Mr. Williamson cannot be answerable for any error that they may have committed unless there was some fault on his part." All that Williamson did was to furnish the appraisers with a list of the lands, without assisting or interfering in their deliberations; "it was the real intention to adjust and terminate by compromise all antecedent concerns whatever between the parties, according to a gross estimate of a sum or round numbers, which Mr. Williamson thought himself entitled to expect and which Sir William Pulteney under all the circumstances of the case was willing to allow. And we are assured that in one or more instances the full and general operation of the Release in conformity with this intention, has been, by Mr. Troup, the agent of Sir William Pulteney, opposed to some collateral pretensions of Mr. Williamson." The Release not being broader than the intention and as the mistakes if any, of the valutors, was not the fault of Williamson, Sir William has no legal remedy for any exceptions he may now take and the operation of the Release is "such as to bar Sir William Pulteney for all claim against Mr. Williamson for re-imbursements."

The title of the GENESSEE TRACT having been conveyed by Charles Williamson to his principals, John Johnstone became the agent of the Hornby and Colquhoun estates, and upon his decease John Greig of Canandaigua was appointed his successor, his first power of attorney being dated May 2, 1806.

Robert Troup was the attorney of Sir William Pulteney in effecting the settlement with Williamson, and to his surprise received a full power of attorney, dated July 20, 1801, to act as the permanent agent for making contracts and sales, to grant and execute conveyances and all necessary papers and to receive, make, and account for all payments made to or by him. At first he absolutely refused the agency but finally was persuaded to accept and commenced his duties in September, 1801. Sir William Pulteney died intestate, May 13, 1805, and the property descended to his only child, Henrietta Laura, the Countess of Bath; she died July 14, 1808, intestate as to her real estate, and that property descended to Sir John Lowther Johnstone, her cousin and heir at law; he died August 7, 1811, leaving a will under the powers of trust in which the management of the property has continued until this day. Col. Troup continued in the agency until his death, which occurred January 14, 1832, and was succeeded by Joseph Fellows, who in turn was succeeded by Benjamin F. Young, whose first power of attorney as full agent is dated February 14, 1862. This part of the Pulteney estate was very much the largest and might very

properly be called the JOHNSTONE BRANCH. Mr. Young continues the agency yet at Bath, Steuben county.

Henrietta Laura Pulteney, the Countess of Bath, wife of Sir James Pulteney, having died without issue and intestate as to her real estate, by virtue of a power contained in articles of agreement July 23, 1794, previous to her marriage with Sir James Murray (who upon his marriage took the surname of Pulteney,) made and executed her will November 5, 1794, disposing of her personal estate in America, bequeathing the same for the benefit of Mrs. Elizabeth Markham, the wife of Rev. George Markham, afterwards the wife and widow of John Pulteney, and her children. The personal estate in America consisted of monies due and to become due on sales of real estate by contracts of purchase and by bonds and mortgages taken on such sales. Elizabeth Evelyn Pulteney died March 18, 1856, leaving a will, bequeathing to her son, the Rev. Richard Thomas Pulteney Pulteney, the residuary personal estate of the Countess of Bath, for his absolute benefit, and appointing him the executor of said will. Upon the death of the Countess of Bath the legal title to the contracted lands in America passed to Sir John Lowther Johnstone who, during his lifetime, held said title as trustee for Mrs. E. E. Pulteney and her children, in respect to the purchase monies arising from the contracts of sale, the same action being continued by the Trustees under his will, their agents in America, Robert Troup and his successor, Joseph Fellows, fulfilling the contracts of sale, by executing deeds for said lands, on the payments of purchase monies, which were accounted for and paid over to Mrs. Pulteney, and afterwards to her son and legatee, Rev. R. T. P. Pulteney. By indenture dated September 10, 1862, the trustees under the will of Sir John Johnstone conveyed to Richard Thomas Pulteney Pulteney the title to the lands at that time affected by the contracts aforementioned, and thus this might properly be called the PULTENEY BRANCH of the Pulteney estate.

The title having become fully vested in Rev. R. T. P. Pulteney, the estate was separated from the Johnstone branch, Joseph Fellows relinquishing the agency to Benjamin F. Young, but retaining the agency of the Pulteney branch. His powers were fully confirmed by a power of Attorney, October, 1862, from Rev. R. T. P. Pulteney and wife to Joseph Fellows and Edward Kingsland. On account of the advanced age of Mr. Fellows and the large sums of money in his hands belonging to Mr. Pulteney and which were invested in United States bonds and other securities, it became desirable to revoke his appointment, which was done by power of attorney executed by Rev. R. T. P. Pulteney and Emma his wife, dated May 23, 1871, to Edward Kingsland of Geneva, in which the appointment of Joseph Fellows was revoked and full powers granted to Mr. Kingsland. The Rev. R. T. P. Pulteney died the latter part of June, 1874, bequeathing his estate to trustees, in trust for the benefit of his wife, and his children after her death. A new power of attorney was executed to Mr. Kingsland by the trustees, December, 1874, who yet continues in the agency at Geneva, N. Y. Although the personal property branch of the Pulteney estate was but a minor part of the whole estate, yet after all it was quite considerable. It has, however, year by year been reduced until it is now comparatively small and in the course of a few years, or as soon as it can be done without detriment to the estate or inconvenience to the parties, it will be entirely closed up.

RETURN OF SURVEY.

CONTENTS OF SUNDRY SURVEYS MADE IN THE YEARS 1791 AND 1792, IN THE COUNTY OF ONTARIO AND STATE OF NEW YORK.

1st. Contents of a tract of land westward of the Genesee river, *beginning* on the west bank of said river at a stake bearing north twenty-four degrees, thirty minutes west, and distant eight links from a white maple blazed and having three notches on the sides next the stake, being in a parallel of latitude two miles north of Kanawageras village and bounded as follows: *Eastward* by that part of the river which is between the place of beginning above mentioned and the river's mouth; *Northward* by part of the south shore of Lake Ontario; *North-westward* by a line parallel to the general course of the river, where the river is the boundary to the eastward, and south by a line extending from the river twelve miles west on the first mentioned parallel of latitude, *excepting* certain tracts sold by Messrs. Gorham and Phelps, previous to their sale to Robert Morris, Esq., viz: the tract marked in a former survey A No. 1. sold to Israel Chapin and Samuel Street. The tract marked in a former survey C No. 1, sold to Ebenezer Hunt and others, and five equal undivided eighth parts of the tract marked in said former survey C No. 2, on the shore of Lake Ontario, sold to Smith Jones and others.

		Aeres.	R.	P.
Contents		114,857	" 2	" 38
Deduct an arm of Braddoe's Bay.....		57	" 0	" 37
		114,800 " 2 " 1		
Contents of the township marked in a former survey C No. 2.....	25,156 " 2 " 26 3-4			
Deduct Braddoe's Bay.....	936 " 2 " 23			
Deduct 4 ponds east of said Bay 1,620 " 0 " 0	2,556 " 2 " 23			
	822,600 " 0 " 3 3-4			
	28,250 " 0 " 0 x 3	8,475	" 0	" 0
Contents of a tract south of Chapin and Street's Township.....		399	" 1	" 2
Total.....		123,674 " 3 " 3		

The general survey of the above tract was made by Frederick Saxton, Adam Hoops, John Adlum and Augustus Porter, and calculated by Frederick Saxton and Adam Hoops. It did not close, probably from the difference of the magnetic variation between the observations, which the obscurity of the weather prevented being made so frequently as could have been wished on the traverse of the river and lake. The error that might have resulted was about thirty-three acres (not more) and probably not near so much. It was therefore rejected, being inconsiderable with regard to the number of courses and extent of the survey.

A. The field notes are contained in the enclosure marked No. 1, West Genesee.

B. 2d, CONTENTS of sundry townships surveyed by Augustus Porter as per his returns in the enclosure marked No. 2, Augustus Porter's return..... 131,499 " 2 " 29

Note, the field notes of township No. 12, 7th range are in No. 1, West Genesee.

C. 3d, CONTENTS of sundry townships surveyed by Frederick Saxton as per his general statement in an enclosure marked No. 3, Contents, &c.	202,956 " 3 " 31
D. 4th, CONTENTS of sundry townships surveyed by Thomas Davis and Robert James as per their field books.	722,499 " 0 " 26
E. 5th, CONTENTS of sundry tracts between a line formerly run as the Massachusetts pre-emption line and the true pre-emption line run by Messrs. Armstrong, Ellicott and Saxton as per enclosure marked No. 4, Contents, &c.	84,896 " 3 " 5
Note, the offsets were made by Morgan Jones, Augustus Porter and Frederick Saxton.	
F. 6th, CONTENTS of township No. 1: 1st range, eastern boundary, part of the line formerly run for the pre-emption line; North boundary re-surveyed by Morgan Jones and calculated by Adam Hoops and Frederick Saxton.	25,288 " 2 " 26
See Morgan Jones notes in an enclosure marked No. 4.	

CONTENTS of West Genesee.	123,674 " 3 " 3
CONTENTS of Augustus Porter's survey.	131,499 " 2 " 29
CONTENTS of Frederick Saxton's survey.	202,956 " 3 " 31
CONTENTS of Thomas Davis and Robert James survey.	722,499 " 0 " 26
CONTENTS of sundry tracts bounding on pre-emption line.	84,896 " 3 " 5
CONTENTS of township No. 1, 1st range.	25,288 " 2 " 26
Total.	1,290,816 " 0 " 0

DEDUCT.

From township No. 6, 4th range, sold to John Stone and others.	8,720 " 0 " 0
From township No. 12, 7th range, sold to Ezel Scott.	900 " 0 " 0
From township No. 7, 7th range, sold to S. Kirkland.	2,000 " 0 " 0
From the 6th range, sold to E. H. Robbins, Esq.	12,500 " 0 " 0
Mr. Porter, who surveyed township No. 13, 2d range, having been misled by the mistake of a former survey, included part of No. 12 of the same range, but having noted the north-east corner of No. 12 has furnished the means of calculating and rectifying the error which is.	1,881 " 2 " 30
From township No. 3, 3d range, 1 lake and part of another.	245 " 0 " 0
	26,246 " 2 " 30
Total.	1,264,569 " 1 " 10

The above are the contents of sundry townships and tracts of land in the County of Ontario and State of New York, sold by Messrs. Gorham and Phelps to the Honorable Robert Morris, Esq.

The several surveys were made by the persons whose names are herein-before mentioned, and their field books and notes, reference being had thereto as directed in the margin at A, B, C, D, E, will show the surveys of the particular townships and tracts.

Returned at Philadelphia in the State of Pennsylvania this 4th day of February, Anno Domini, 1793.

The contents being as above written in figures one million, two hundred and sixty-four thousand, five hundred and sixty-nine acres, one rood and ten perches.

A true copy.

(Signed)

A. Hoops, Surveyor.

Compared with the original }
Philadelphia, 16th Feb., 1793. }

On the back of the foregoing paper is an agreement of which the following is a full copy:

Robert Morris having by the articles of agreement between him and Messrs. Phelps and Gorham of the 18th of November, 1790, agreed to pay them for the surplus which the lands they had then conveyed to him should be found to contain beyond one million of acres, and it appearing from the surveys within specified, that the said surplus doth amount to two hundred and ninety thousand, eight hundred and sixteen acres, from which the deductions within specified, amounting to twenty-six thousand, two hundred and forty-six acres, two roods and 30 perches being made, leaves a residue of two hundred and sixty-four thousand, five hundred and sixty-nine acres, one rood and ten perches, to which being added three thousand acres as the amount finally agreed on, between the parties of a tract on the west side of Sodus Bay and not included in the within surveys, the said surplus quantity of land to be paid for by the said Robert Morris will be two hundred and sixty-seven thousand, five hundred and sixty-nine acres, two roods and thirty perches, which at eight pence half-penny Massachusetts currency per acre amounts to nine thousand, four hundred and seventy-six pounds, eight shillings, and which said sum of £9,476 " 8 " 0, Messrs. Gorham and Phelps do acknowledge to have received from Mr. Morris, and the articles of agreement between them have been accordingly cancelled by the consent of the parties, and also with the consent of Mr. Chas. Williamson to whom Mr. Morris hath since conveyed the lands, and who to show his privity to these matters, hath together with the said parties herunto subscribed his name.

Dated at Philadelphia the 16th day of February, 1793.

(Signed)

ROBT. MORRIS, OLIVER PHELPS,
CHAS. WILLIAMSON, NATH. GORHAM.

MAP OF THE PHELPS AND GORHAM PURCHASE

SURVEYS—THE PRE-EMPTION LINES.

The map printed in this pamphlet was photo-engraved from a copy made by Morley B. Turpin, Rochester, N. Y., of a map furnished by Geo. H. Harris, of that place. It is an accurate copy of a map made by Judge Augustus Porter of the whole of the Phelps and Gorham purchase as re-surveyed in 1791-2.

The writer gratefully acknowledges his obligations to Mr. Turpin for his kindness in freely and gratuitously making the fac-simile copy and for the great pains taken by him to make the same accurate and exact. He is also greatly indebted to Mr. Harris for freely furnishing the map in his possession as well as for his many other acts of kindness and much valuable historical information. Mr. Harris is the author of "The Aboriginal Occupation of the Lower Genesee," and is an enthusiastic, pains-taking and ardent investigator of early history, has won for himself an enviable reputation and is high authority on the early history of Rochester, the Genesee Valley and surrounding country; from his remarkable success in locating the sites of early Indian villages and



in tracing out the paths or trails that once laced the Genesee valley, he has been officially recognized by the Senecas, who have named him HO-TAR-SHAN-NYOOH, meaning "he has found the path" or "the path finder."

Colonel Hugh Maxwell having been employed to survey and run the territory out into townships, with Oliver Phelps and others arrived at Kanadesaga (Geneva) the 2d of June, 1788. Mr. Phelps having obtained a cession from the Indians on the 8th of July, at a treaty held at Buffalo Creek, on the 25th July Col. Maxwell commenced running out the east line, starting at the 82d mile stone on the north line of Pennsylvania. Every sixth mile of this line was marked as the corners of townships, each mile of every township also noted as to the kind of timber, quality of land, whether level or hilly, and the points noted where brooks, creeks and streams were crossed and whether they were large enough for mill seats or not. With the assistance of the other surveyors, several townships were run out in the fall of 1788, and the survey of the whole tract finished in 1789. The tract was run out into ranges six miles wide and the ranges divided up into townships six miles square, the ranges commencing on the east with number one and running west to and including number seven, with short ranges at the northwest, on both sides of the Genesee river; the townships in each range were numbered from one at the Pennsylvania line to fourteen at Lake Ontario.

After Robert Morris made the purchase from Phelps and Gorham, he employed Major Adam Hoops to cause an accurate survey of the property to be made, which work was performed in the years 1791-2, as per the "Return of Survey." That part of the territory lying west of the Genesee river had been erroneously surveyed by Col. Maxwell, who run a meridian or due north line from the point twelve miles west of a point on the Genesee river two miles north of "Kanawageras" Indian village, instead of "running in a direction northward so as to be twelve miles distant from the most westward bounds of the said Genesee river to the shore of Ontario lake." This as well as other imperfections in the previous hasty survey were corrected and will account for the difference between the map of Col. Maxwell, which was the first map made and published, and that made by Judge Porter from the revised survey, of which the photo-engraving in this pamphlet is a perfect copy. The next published map is entitled "Map of Ontario and Stenben Counties," and is substantially the same as Judge Porter's, but has Seneca lake represented on it in full. Benjamin Ellicott was employed to make a new survey of the eastern line of the purchase which he completed December 8, 1792, that date being cut on a tree at the end of the line at Sodus Bay, at the time the work was finished.

Under an act of the legislature passed March 24, 1795, (chap. 33), a description and map of the Pre-emption line was procured by Simeon DeWitt, the Surveyor General, from Benjamin Ellicott, with his oath attached, certifying that it was an "accurate representation of the eastern boundary of Massachusetts as run by himself and others," that the line run was in accordance with the act of cession, and that "the said pre-emption line was truly performed." Under an act of April 6, 1796, (chap. 47), the description and map was duly attested by the Surveyor General and deposited in the office of the Secretary of State and the line formally adopted. The map contains not only the new line, which is divided off into miles, but also the old line with all the points of deviation from the true course, with the distances at the different points between the two lines.

The lines both commence at the 82d mile stone on the Pennsylvania line, the old line deflecting to the west, and the points indicated are the number of miles from the starting point, the distance between the two lines being given after each.

At	miles,	distance between,	4 chains	12 links.
" 6	"	"	"	"
" 12	"	"	19	75
" 18	"	"	46	32
" 22½	" (about)	"	59	20
" 24	"	"	69	25
" 26	"	"	72	65
" 27	"	"	1 m	"
" 30	"	"	1 "	10
" *45½	" (about)	"	1 "	78
" †49	" (nearly)	"	2 "	56
" 65	"	"	2 "	39
" 81	"	"	2 "	63

The length of the new line being 84 miles, 77 chains and 45 links.

*This point on the old line is just after crossing the outlet of Keuka or Crooked lake.

†At this point the new line enters Seneca lake. These two points show the greatest deflection in the old line.

From the description of the marks furnished by Benjamin Ellicott for perpetuating the line, the following is extracted:

"At the end of 48 miles, 64 chains, stands a post on the bank of Seneca lake numbered 48M. 64C. 66L. (NOTE.—*The bank is about twenty feet high.*) The distance from this post to the post standing at the north end of Seneca lake is 10 miles, 75 chains and 37 links, and the said post is marked 59M. 69C. 31L." The point of entering the lake noted above, is some two or three miles north of Dresden, and where the line left the lake at the north end is the present Pre-emption street. The last of the marks is recorded as follows: "At the end of 84 miles, 77 chains and 45 links set up a post marked 84m. 77C. 45L., from which a buttonwood tree, about 20 inches in diameter, marked 84 miles, 77 chains 45 links, 8th December, 1792, bears South 67 degrees East, dist. 18 links, a beech tree about one foot in diameter, blazed and marked with five notches under the blaze, and 1792 over the blaze, bears N. 79 degrees 45 sec. W., dist. 42 links, and the post standing on the shore of Great Sodus Bay (surrounded with three large rocks and many stones), which is adjoining Lake Ontario. There is also several other trees blazed and notched that stand contiguous to this post and all the small underwood cleared away."

From the "Return of Survey" we learn that there were 84,896 acres of land in "The Gore" between the Pre-emption lines. This actually belonged to Charles Williamsón, the representative of the Pulteney associates. As the State had given titles to different parties for this land, those whom Williamson deprived of their lands received compensation lands from the state. For 37,788 acres, the titles for which Williamson abandoned, he received from the State, on the 8th of July, 1799, title to 56,682 acres in Huron, Rose, Wolcott and Butler in Wayne county.

THE CURRENCY OF EARLY TIMES.

The act of Congress, April 2, 1792, establishing the mint, provided, "That the money of account of the United States shall be expressed in dollars or units, dimes or tenths, cents or hundredths and milles or thousandths," and "that all accounts in the public offices and all proceedings in the courts of the United States shall be kept and had in conformity to

this regulation." The act also provided that the silver dollar should be of the same weight and fineness as the Spanish milled dollar then in common use.

Individual and mercantile transactions, however, for a great many years continued to be carried on in pounds, shillings and pence, and as the value in dollars of the pound of account became fixed at different rates in the several states, in consequence of the depreciation of the earlier currency of the American colonies, it is necessary to know what kind of currency is mentioned, and the real value of it, in order to know the actual value mentioned in any early transaction or document. Although the pound of account was composed of twenty shillings, both in Great Britain and in this country, yet the English shilling, worth about 22 cents, was of more intrinsic value than the Spanish shilling, which was of less weight. The Spanish silver coins were the principal currency of the country, and it was upon the value of these that monied transactions were principally based. This currency continued to be largely in use until, under an act of Congress, their retirement was provided for, and they are now rarely seen. The writer is indebted to the courtesy of David M. Stone, editor-in-chief of the New York Journal of Commerce, who in response to an inquiry as to the date and provisions of this act, kindly responded in "Replies and Decisions" of that paper, as follows:

REPLY.—An act of Feb. 21, 1857, provided that "the pieces commonly known as the quarter, eighth and sixteenth of the Spanish pillar dollar, and of the Mexican dollar, shall be received at the Treasury of the United States, and its several offices, and at the several post offices and land offices, at the rates of valuation following, that is to say, the fourth of a dollar, or piece of two reals, at twenty cents; the eighth of a dollar, or piece of one real, at ten cents; and the sixteenth of a dollar, or half real, at five cents." The coins, when so received, were not to be paid out, or put in circulation, but were to be recoined at the Mint. All former acts authorizing the currency of foreign gold or silver coins, and declaring them a legal tender in payment of debts, were repealed. The act also provided for the coinage of one-cent pieces, and made it lawful for the space of two years, but no longer, to pay out these cents at the Mint for the fractional parts of the dollar above named, at their nominal value of twenty-five cents, twelve and a half cents and six and a quarter cents respectively.

The pound sterling of Great Britain being rated at 4s. 6d. to the dollar, the conventional rate for sterling exchange was \$4.44 4-9 to the pound, and this rate or value was maintained for many years. In New England, Virginia and Kentucky the dollar was fixed at six shillings in value, hence the shilling was worth $16\frac{2}{3}$ cents and the pound of those states worth \$3.33 $\frac{1}{3}$; in New York and North Carolina the dollar was fixed at eight shillings, the shilling worth $12\frac{1}{2}$ cents and the pound worth \$2.50; in South Carolina and Georgia the dollar was fixed at four shillings eight pence, the shilling worth 21 3-7 cents and the pound worth \$4.28 4-7; in New Jersey, Pennsylvania, Delaware and Maryland the dollar was seven shillings six pence, the shilling worth $13\frac{1}{3}$ cents and the pound worth \$2.66 $\frac{2}{3}$.

AN ABSTRACT OF THE PULTENEY TITLE.

I. Treaty of Cession between New York and Massachusetts, by Commissioners of each State, dated at Hartford, 16th December, 1786. Recorded in the office of the Secretary of State, in Book of Miscellaneous Records, M. R., [A] page 38, &c., on the 2nd day of February, 1787.

II. Conveyance to Nathaniel Gorham and Oliver Phelps, by—1st, Grant of same lands to Nathaniel Gorham and Oliver Phelps, by an act of the Legislature of Massachusetts, April 1, 1788. 2d, An act confirming to Phelps and Gorham a certain portion of said lands, passed 21st November, 1788. Recorded in the office of the Secretary of State, in Book of Miscellaneous Records, M. R., [A] page 229, &c., 6th of February, 1789.

III. Deed from Gorham and wife and Phelps and wife to Robert Morris, dated November 18, 1790, acknowledged before James M. Hughes and recorded in the office of the Secretary of State, in Book M. R., [B] of Miscellaneous Records, page 169, &c., on the 24th day of May, 1791.

IV. Deed from Robert Morris and wife to Charles Williamson, dated April 11th, 1792, acknowledged before James Wilson, U. S. Judge, 20th February, 1795. Recorded in the office of the Secretary of State, in Liber of Deeds endorsed M. R., [I] at page 400, &c., on the 28th day of September, 1798.

V. Deed from Charles Williamson and wife to Sir William Pulteney, dated March 31, 1801, acknowledged on the same day by Williamson and on the 16th of May, 1801, by his wife, before Jacob W. Hallett, Master in Chancery. Recorded in the Secretary of State's office, in Liber of Deeds M. R., [M] page 304, &c., on the 21st day of October, 1801.

3d Rev. Stat., 2d ed., 225 sec.: Act to enable aliens to purchase and hold Real Estate, passed April 2, 1798.

3d Rev. Stat., 2d ed., 296 sec.: "Act explanatory," passed March 15th, 1819.

VI. Exemplification from the Court of Chancery of

1st. The death of Sir William Pulteney, intestate, and the descent cast upon Henrietta Laura, his only child, and heir at law.

2d. The death of Henrietta Laura Pulteney, intestate as to her real estate, and the descent cast in Sir John Lowther Johnstone, her cousin and heir at law.

3d. The death of Sir John Lowther Johnstone, in December, 1811, after making and publishing in duplicate a last will and testament.

This done under the act of the Legislature, passed 26th January, 1821, to perpetuate this testimony.

20 J. R., 707; 5th Cowan, 331; 7 Wen., 367.

VII. Exemplification from the Supreme Court of the will of Sir John Lowther Johnstone, dated 7th of August, 1811, and proved in the Supreme Court by John Birch Dawson, one of the subscribing witnesses, on the 3d January, 1820, and devising his lands in America to Ernest Augustus, Charles Herbert Pierpont, David Cathcart and Masterton Ure, in trust, &c.

VIII. Deed and release of trust from Charles Herbert Pierpont to his co-trustees, dated 1st March, 1819. Proved before Lord Mayor of London by Isaac Sammel Clamtree, one of the witnesses, on the 25th day of March, 1820, and before Richard Rush, American Minister to England, on 18th June, 1823. This was done pursuant to Chap. 119, Laws of New York, 1816. Recorded in the office of the Secretary of State, in Book of Deeds No. 40, page 472, &c., on the 23d day of September, 1823.

IX. Deed from Ernest Augustus, David Cathcart and Masterton Ure to John Gordon, conveying joint interest in lands and appointing him co-trustee, dated 19th November, 1827. Acknowledged 27th and 30th of May, 1834, by Ernest Augustus and David Cathcart, before Lord Mayor of London, and by Ure before the Lord Provost and Chief Magistrate of Edinburgh, on the 27th day of June, 1834. Recorded in Steuben County Clerk's office, in Book A, Miscellaneous Deeds, March 11th, 1836.

X. Proof of the death of Ernest Augustus on the 18th Nov., 1851, and of David Cathcart on the 26th of April, 1829. By exemplified copy of commission and evidence, executed by Robert R. Campbell, United States Consul at London, on the 19th of May, 1860, with certificate of the Chief Judge of the Court of Appeals. This commission was executed pursuant to Chapter 161 of the Laws of New York, 1860, Session Laws of 1860, page 257.

XI. Deed from Masterton Ure and John Gordon, dated 1st January, 1851, conveying all the interest of Gordon in the estates to Craven, Oswald and Estcourt as co-trustees with Ure. Recorded in Steuben Co. Clerk's office, 12th Nov., 1853, Book of Deeds 69, at page 49, &c.; also, in Ontario County Clerk's office, in Liber 101, at page 148, &c., on the 26th day of November, 1852; also, in Monroe County Clerk's office, in Liber 105, at page 407, on the 18th day of January, 1853.

XII. Deed and release of trust from Masterton Ure to Craven, Alexander Oswald and Edmund Bucknall Estcourt, dated 4th April, 1859, acknowledged before George M. Dallas, U. S. Minister at London, on the 5th day of April, 1859. Recorded in Livingston County Clerk's office, on the 8th day of August, 1859, in Liber 59 of Deeds, at page 270; also, in Steuben Co. Clerk's office, Oct. 15th, 1859, in Book 88 of Deeds, at page 539, &c.; also, in Monroe County Clerk's office, on the 11th January, 1860, in Liber 155 of Deeds, at page 160.

XIII. Power of Attorney from Craven, Alexander Oswald and Edmund Bucknall Estcourt to Benjamin F. Young, dated the 14th day of February, 1862. Recorded in the Steuben County Clerk's office, in Liber C of Miscellaneous Records, at page 89, on the 14th day of April, 1863.

XIV. Proof of the death of Craven on the 25th day of August, 1866, by exemplified copy of commission and evidence, executed by F. H. Morse, Consul of the United States in the city of London, England, on the 15th day of June, 1867, with certificate of Henry E. Davis, Chief Judge of the Court of Appeals, dated 15th July, 1867. This commission was executed pursuant to the Laws of the State of New York.

XV. Deed and release of trust from Alexander Oswald and Edmund Bucknall Estcourt to Henry C. Howard, (commonly called Viscount Andover), Geo. C. K. Johnstone, Henry Chaplin and James R. Farquharson, dated Nov. 12th, 1867, and recorded in the Steuben County Clerk's office, 2d May, 1870, at 10 A. M., Book 128 of Deeds, at page 188, &c.

XVI. Power of attorney from Henry C. Howard, (commonly called Viscount Andover), George C. K. Johnstone, Henry Chaplin and James R. Farquharson to Benjamin F. Young, dated April 11th, 1868, and recorded in the Steuben County Clerk's office, in Liber C of Miscellaneous Records, page 455, &c., on the 2d day of May, 1870.

KANADESAGA AND GENEVA.

BY GEO. S. CONOVER,

GENEVA, ONTARIO COUNTY, N. Y.

Chairman of Board of Supervisors, Seneca County, 1856; President of Village of Geneva, 1873-5; 1877-9.

Author of Early History of Geneva, etc.; Compiler and Editor of "Gen'l Sullivan's Indian Expedition, 1779," published by Secretary State of New York, 1887.

Library Member of Waterloo, N. Y., Library and Historical Society; of the New Jersey and of the Livingston County Historical Societies.

Corresponding Member of Buffalo, Oneida and New York Historical Societies.

PART I.

(1) A brief account of the Iroquois Indians; (2) the Senecas, their early locations, Jesuit Missions among, (4) destruction by Denonville in 1687, (5) new locations, SAGHEE, (6) GANECHSTAGE or White Springs, (7) NEW GANECHSTAGE, St. Michael on Trel creek, (8) Cammerhoff and Zeisberger visit in 1750; (9) KANADESAGA, the Capital of the Senecas, fortifications by Sir Wm. Johnson 1750; BUTLER'S BUILDINGS at N. W. corner of Seneca Lake; (10) Samuel Kirkland at Kanadesaga 1765-6; (11) Sayenqueraghta OLD SMOKE, the King of the Senecas; (12) Wyoming and Cherry Valley; Mrs. Col. Campbell a prisoner at Kanadesaga, sacrifice of the White Dog; (13) Luke Sweetland's captivity at KENDAMA; (14) Gen'l Sullivan's expedition, 1779; (15) captivity of the Gilbert family; extracts from Sullivan's journals.

PART II.

(1) Negotiations by the State with the Indians, U. S. treaty with Indians, cession of land by Oneidas; (2) settlement of controversy between New York and Massachusetts by mutual cessions; (3) the Leases, Line of Property, Fort Stanwix—Schnyler, the Long lease surrendered, new State project, list of shareholders Leasee Co.; (4) the Phelps and Gorham cession; Rev. Kirkland's journal; (5) Col. Hugh Maxwell, survey of Phelps and Gorham purchase; (6) the old pre-emption line, field notes of; cession of land from Oneidas, Oneidas and Cayugas; (7) the Military Tract, a full history of; (8) the Reed and Ryckman reservation, Col. Seth Reed's location; (9) Phelps and Gorham, their sale to Robert Morris, his sale to the Pulteney associates; (10) the new pre-emption line, field notes of; (11) Charles Williamson, his operations; (12) Title of the Pulteney estate.

PART III.

(1) Jennima Wilkinson, the Friend's Settlement; (2) reminiscences of John Widner, a centenarian; (3) Dr. Alex. Coventry, reminiscences from his journal, ARQUAGE, early roads and navigation; (4) outlet of Seneca Lake, Dr. Teall, Jaspur Parrish, oratio Jones, Lafayette; (5) KASHONG, Major Ben. Barton; (6) KENDAMA or Appletown, Plymouth, Kidder's Ferry; (7) THE OLD CASTLE; (8) cost of some early improvements, water works, local civil government; (9) early burials in Geneva, Pulteney St. burial ground; (10) a chapter of miscellany entitled &c., &c., &c.; Calendar of Land Papers in the Gore.

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